

ZB# 78-29

Gilbert & Edward Osterhout

35-1-48

#78-29 - Osterhout, Gilbert & Edward

Public Hearing
to be scheduled

P.H. - Nov. 27th 1978

1 8pm.

(ACPD ~~to be~~ notified)
on 11/15/78.

file w/
T. Clerk

GENERAL RECEIPT

3893

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF

Osterhout *Dec. 13* *1978*
Cavalari & La Rocca \$ *50.00*

DOLLARS

FOR

Variance App. Fee 78-29

DISTRIBUTION:

FUND	CODE	AMOUNT

BY

Charlotte Marcantonio

Deputy

TITLE

Williamson Law Book Co., Rochester, N. Y. 14609



Oxford Pendaflex
CORPORATION

STOCK No. 753

MADE IN U.S.A.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----X

In the Matter of the Application of
GILBERT OSTERHOUT and EDWARD OSTERHOUT
Application #78-29.

DECISION GRANTING
AREA VARIANCES

-----X

WHEREAS GILBERT OSTERHOUT and EDWARD OSTERHOUT of Angola Road, Cornwall, New York, have made application before the Zoning Board of Appeals for area variances for the purposes of construction of a restaurant on Route 32 in a "C" (Design Shopping) zone in the Town of New Windsor, New York; and

WHEREAS, a public hearing was held on the 27th day of November, 1978 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicants were represented by Elia M. Larocca, Esq. of Cavalari & Larocca, P. O. Box 276, Vails Gate, New York 12584; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Evening News, also as required by law.
2. The evidence shows that the variance sought will not alter the general character of the neighborhood.
3. The evidence shows that denial of the variance will result in significant economic injury to the applicants.

3. The evidence shows that the variance if granted will result in no appreciable additional population or strain on existing governmental facilities.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. That notices of the public hearing were duly sent to residents and businesses as prescribed by law and published in The Evening News also required by law.

2. The applicants will encounter practical difficulty if the area variances requested are not granted.

3. The proposed variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grant area variances as follows: 1,581 sq. ft. area variance; 79 ft. lot width variance; 20 ft. side yard variance, to said applicants.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicants.

Dated: March 26, 1979.


Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

78-29
(Number)

OCT 27 1978

10/17/78
(Date)

I. Applicant information:

GILBERT OSTERHOUT, ANGOLA RD, CORNWALL NY

(a) EDWARD OSTERHOUT, VAILS GATE NY
(Name, address and phone of Applicant) 195-A MAIN ST

(b) YE PEASANTS POT INN INC NEW CITY NY
(Name, address and phone of purchaser or lessee)

(c) ELIA LAROCCA VAILS GATE NY 561 5968
(Name, address and phone of attorney)

(d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
☒ Area variance
☐ Sign variance
☐ Special permit

III. Property information:

(a) C 35-1-48 .882 ACRE
(Zone) (Address) (M B L) (Lot size)

(b) What other zones lie within 500 ft.? PI, R4

(c) Is a pending sale or lease subject to ZBA approval of this application? YES

(d) When was property purchased by present owner? NO, RECEIVED VIA WILL OF PARENT.

(e) Has property been subdivided previously? NO When? _____

(f) Has property been subject of variance or special permit previously? NO When? _____

(g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NO If so, when _____

(h) Is there any outside storage at the property? _____

78-29
(Number)

OCT 27 1978

10/17/78
(Date)

I. Applicant information:

GILBERT OSTERHOUT, ANGOLA RD, CORNWALL NY

- (a) EDWARD OSTERHOUT, VAILS GATE NY
(Name, address and phone of Applicant) 195-A MAIN ST
- (b) YE PEASANTS POT INN INC NEW CITY NY
(Name, address and phone of purchaser or lessee)
- (c) ELIA LABOCCA VAILS GATE NY 561 5968
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) C 35-1-48 1.882 ACRE
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI, R4
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? NO, RECEIVED VIA WILL OF PARENT.
- (e) Has property been subdivided previously? NO When? _____
- (f) Has property been subject of variance or special permit previously? NO When? _____
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NO If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. NO



IV.

Use variance:

NOT APPLICABLE

- (a) Use Variance requested from New Windsor Zoning Local Law, Section , Table , Column , to allow

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.
- _____
- _____
- _____
- _____
- _____
- _____



V.

Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table Bulk, Column

<u>Requirements</u>	<u>Reqs.</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area	<u>40,000.50 ft.</u>	<u>38,419.92</u>	<u>1,581 sq. ft.</u>
Min. Lot Width	<u>200 ft</u>	<u>121 ft</u>	<u>79 ft.</u>
Reqd. Front Yard	_____	_____	_____
Reqd. Side Yards	<u>30' /</u>	<u>10' /</u>	<u>1' 20' side yard</u>
<u>TOTAL SIDE YARDS</u>	<u>70'</u>	<u>56.5</u>	
Reqd. Rear Yard	_____	_____	_____
Reqd. Street Frontage*	_____	_____	_____
Max. Bldg. Hgt.	_____	_____	_____
Min. Floor Area*	_____	_____	_____
Development Coverage*	_____ %	_____ %	_____ %
Floor Area Ratio**	_____	_____	_____

* Residential districts only

** Non-residential districts only

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table Bulk, Column _____

Requirements	Reqs.	Proposed or Available	Variance Request
Min. Lot Area	<u>40,000 sq ft.</u>	<u>38,419.92</u>	<u>1,581 sq ft.</u>
Min. Lot Width	<u>200 ft</u>	<u>121 ft</u>	<u>79 ft.</u>
Reqd. Front Yard			
Reqd. Side Yards	<u>30' /</u>	<u>10' /</u>	<u>1 20' side yard</u>
TOTAL SIDE YARDS	<u>70'</u>	<u>56.5'</u>	
Reqd. Rear Yard			
Reqd. Street Frontage*			
Max. Bldg. Hgt.			
Min. Floor Area*			
Development Coverage*	<u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**			

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

THE LOT IS NON CONFORMING AND
PRE EXISTS ENACTMENT OF ZONING
IN NEW WINDSOR



VI.

Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

PRE EXISTS ENACTMENT OF ZONING
IN NEW WINDSOR



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law,
Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a
variance, and set forth your reasons for requiring
extra or oversize signs.

- // (c) What is total area in square feet of all signs on premises including
signs on windows, face of building, and free-standing signs?

☐ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

APPLICANTS' PURCHASERS WILL CONVERT THE
PROPERTY TO A HIGHLY RATABLE TAX
ADDITION, PROVIDE EMPLOYMENT FOR UP TO 35
PERSONS IN A USE IN CONFORMANCE WITH THE
TOWN ZONING AND IN COMPLIANCE WITH THE
GENERAL DEVELOPMENT AND GROWTH OF LAND ON
RT 32

☐ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☐ Copy of tax map showing adjacent properties.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☐ Check in amount of \$_____ payable to Town of New Windsor.

Photos of existing premises which show all present uses and structures.

- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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- ☐ Copy(ies) of sign(s) with dimensions.
- ☐ Check in amount of \$ _____ payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

(Official Use Only)

X. AFFIDAVIT.

Date 10/19/78

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Gilbert J. Osterhout
Edward Osterhout
(Applicant)

Sworn to before me this

24th day of October, 1975.

ALFRED F. CAVALARI
Notary Public in the State of Fla.
Residing in and for Orange
Commission Expires March 30. 1979

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS.

STATE OF NEW YORK
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COUNTY OF ORANGE)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

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Edward Ostuhant
(Applicant)

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Notary Public in the State of New York
Residing in and for Orange County
Commission Expires March 30, 1979

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- (a) Public Hearing date _____
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

October 16, 1978

Mr. Alfred Cavalari
PO Box 276
Vails Gate, NY 12550

Re: Osterhout, Edw., & Gilbert 35-1-48

Dear Mr. Cavalari:

According to my records, the attached list of property owners is within 500' of the above mentioned property.

The charge for this service is \$15.00. Please remit same to the Town Clerk, Town of New Windsor.

Yours very truly,

A handwritten signature in cursive script that reads "Paula King".

Paula King
Sole Assessor
Town of New Windsor

PK/bm
Enc.

*Pa 10/17/78
chk # 5745*



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Mr. Edward Osterhout
Box 251
Vails Gate, NY 12584

Mr. & Mrs. Theodore Marino
293 Windsor Highway
New Windsor, NY 12550

Mr. & Mrs. Peter Notartomaso
279 Windsor Highway
New Windsor, NY 12550

Mr. William San Giacomo
RD 4 Forge Hill Rd.
New Windsor, NY 12550

Mrs. Agnes Cavalari
Bethlehem Rd. RD 2
New Windsor, NY 12550

Tomcat Lounge, Inc.
265 Windsor Highway
New Windsor, NY 12550

Mrs. Lucy Primavera
287 Windsor Highway
New Windsor, NY 12550

Foti Florist Ent., Inc.
11 Coach Lane
Newburgh, NY 12550

Mr. Alfred Ciarimbali
30 Nee Ave.
New Windsor, NY 12550

Mr. & Mrs. Francis Lander
278 Windsor Highway
New Windsor, NY 12550

Mr. George Chaleff
Ms. Gale Fraser
266 Windsor Highway
New Windsor, NY 12550

Mr. Alfred Friedman
295 Madison Ave.
New York, NY 10017

Mr. John Coakley
% C & F Company
18 Park Hill Dr.
New Windsor, NY 12550

Balmville Estates, Inc.
PO 4053
New Windsor, NY 12550

12/11/78 Public Hearing - Ye Pleasant Pot Inn - 8 p.m.

Names

Addresses

B. Ostroff

Box 336 CORNWALL, NY

Edward Ostroff

Box 251 Vails Gate NY

E. Ponder

15 BROAD ST. NEW WINDSOR, NY

Ella Laroc

P.O. Box 276 Vails Gate, NY

John J. Poterlano

279 Windsor Rd. New Windsor

Frank Lander 278 Windsor Hwy.



COUNTY OF ORANGE

DEC 08 1978

DEC 8, 1978

Department of Planning

124 MAIN STREET (1887 Building)

GOSHEN, NEW YORK 10924

TEL. (914) 294-5151

Peter Garrison, A.I.P., Commissioner

Edwin J. Garling, A.I.P., Deputy Commissioner

December 7, 1978

Mr. Mark Stortecky, Chairman
Town of New Windsor Zoning Board
of Appeals
Town Hall
New Windsor, New York 12550

Re: Variance - Osterhout,
Gilbert, and Edward
Rte. 32
File NO.: NWT-78-14-M

Dear Mr. Stortecky:

This office, pursuant to the provisions of Section 239, 1 and m,
Article 12-B of the General Municipal Law of the State of New York, has
reviewed the above subject variance.

We have no objection to the variance and hereby return the matter for
final local determination.

Very truly yours,

Peter Garrison
Peter Garrison
Commissioner of Planning

PG/jm

(914) 565-8550

December 13, 1978

Cavalari & Larocca
P. O. Box 276
Vails Gate, N. Y. 12584

Attn: Elia Larocca, Esq.

RE: APPLICATION FOR VARIANCES - OSTERHOUT
#78-29
YE PEASANT POT INN

Dear Mr. Larocca:

This is to confirm that the above request for area
variances was granted at a regular meeting of the
New Windsor Zoning Board of Appeals held on Monday
evening, December 11, 1978.

Very truly yours,

PATRICIA DELIO, Secretary
New Windsor Zoning Board of Appeals

/pd

cc: Howard Collett, Bldg./Zoning Inspector
Town of New Windsor

Town Planning Board

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date OCT 13, 1978

To YE PEASANT POT INN (GAMING)

ROUTE 32

N.W.

PLEASE TAKE NOTICE that your application dated 10/13/78, 19.....

for permit to ERECT EATING PLACE

at the premises located at ROUTE 32 35-148

is returned herewith and disapproved on the following grounds:

<u>VARIANCE REQUIRED FOR</u>	<u>REQUIRED</u>	<u>PROVIDED</u>
<u>LOT AREA</u>	<u>40,000</u>	<u>38419.92</u>
<u>LOT WIDTH</u>	<u>200</u>	<u>121</u>
<u>LOT DEPTH</u>	<u>200</u>	
<u>SIDE YARD</u>	<u>30'</u>	<u>10'</u>
<u>TOTAL SIDE YARD</u>	<u>70'</u>	<u>61'</u>
<u>BUILDING HEIGHT</u>	<u>5</u>	<u>13</u>

Building Inspector

Howard R. Cassett

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the 7th day of August, nineteen hundred and seventy-eight
BETWEEN

GILBERT J. OSTERHOUT, residing at Angola Road,
Cornwall, New York, and
EDWARD OSTERHOUT, residing at Vails Gate, New York

hereinafter described as the seller, and YE PEASANT' S POT INN, INC., a domestic
corporation having offices at No. 195-A South Main Street,
New City, New York

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of
New Windsor, Orange County, New York, more particularly described
in the schedule annexed hereto:

THIS CONTRACT IS SUBJECT TO AND CONDITIONED UPON approval, by the Planning Board of the Town of New Windsor, of the Sellers' application for use of the subject premises as a full service restaurant. Sellers shall make diligent application for such approval, and shall pay the expenses incurred in connection therewith, except that the purchaser shall be solely responsible for those costs and expenses more specifically hereinafter set forth. Both parties shall fully cooperate in all phases of the said application to the Planning Board. The specific costs and expenses to be borne by the Purchaser are the following:

1. The cost of all plans, drawings, specifications and all other data and material which may be required by the Planning Board, except that the cost of a survey of the subject property shall be shared equally by the parties.

2. In the event the Planning Board denies approval of the Sellers' said application, then in that event, the Purchaser shall pay the following: (1) up to but not more than \$500.00 toward the legal fees incurred by the Seller in connection with said application; and (2) the charges, if any, of the Town Engineer incurred in connection with the said application, but only to the extent such charges exceed \$100.00.

3. In the event the Planning Board approves the Sellers' said application, then in that event the Purchaser shall pay the following: (1) the charges if any of the Town Engineer incurred in connection with said application.

THIS AGREEMENT, made the 7th
BETWEEN

day of August

, nineteen hundred and seventy-eight

GILBERT J. OSTERHOUT, residing at Angola Road,
Cornwall, New York, and
EDWARD OSTERHOUT, residing at Vails Gate, New York

hereinafter described as the seller, and YE PEASANT' S POT INN, INC., a domestic
corporation having offices at No. 195-A South Main Street,
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or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of
New Windsor, Orange County, New York, more particularly described
in the schedule annexed hereto:

THIS CONTRACT IS SUBJECT TO AND CONDITIONED UPON approval, by
the Planning Board of the Town of New Windsor, of the Sellers'
application for use of the subject premises as a full service
restaurant. Sellers shall make diligent application for such
approval, and shall pay the expenses incurred in connection
therewith, except that the purchaser shall be solely responsible
for those costs and expenses more specifically hereinafter set
forth. Both parties shall fully cooperate in all phases of the
said application to the Planning Board. The specific costs and
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1. The cost of all plans, drawings, specifications and
all other data and material which may be required by the Planning
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shall be shared equally by the parties.

2. In the event the Planning Board denies approval of
the Sellers' said application, then in that event, the Purchaser
shall pay the following: (1) up to but not more than \$500.00
toward the legal fees incurred by the Seller in connection with
said application; and (2) the charges, if any, of the Town Engineer
incurred in connection with the said application, but only to the
extent such charges exceed \$100.00.

3. In the event the Planning Board approves the Sellers'
said application, then in that event the Purchaser shall pay the
following: (1) the charges if any of the Town Engineer incurred
in connection with said application; and (2) to the extent that
the legal fees incurred by the Sellers in connection with such
application exceed \$500.00, the Purchaser shall pay up to but not
more than \$500.00 toward such excess.

~~4. In the event that the Seller has applied for Planning
Board approval, and in the further event that within 90 days there-
after the Planning Board has neither approved nor disapproved such
application, then in that event either party may terminate this~~

(continued on rider)

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or
avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest
of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said
premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of
title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of
any such award.

2. The price is SIXTY-THOUSAND (\$60,000.00) ----- Dollars, payable as follows:
SIX THOUSAND (\$6,000.00) ----- Dollars,
\$100.00 of which was paid on binder,
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;
FOURTEEN THOUSAND (\$14,000.00) ----- Dollars,

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

~~by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the~~
~~rate of _____ per cent per annum, the principal being due and payable~~

FORTY THOUSAND (\$40,000.00) ----- Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money first mortgage on the above premises, in that amount, payable at the end of three (3) years from the date thereof, -----

----- together with interest at the rate of eight per cent per annum payable semi-annually during said three year term.

The subject property shall be surveyed and the description used in the deed delivered to the Purchaser by the Sellers. The parties shall share equally the cost of such survey.

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing mortgage of \$ _____, any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than _____ per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

- Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
- Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

FOURTEEN THOUSAND (\$14,000.00) ----- Dollars,

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

by taking title subject to a ~~mortgage now a lien on said premises in that amount, bearing interest at the~~
~~rate of~~ per cent per annum, the principal being due and payable

FORTY THOUSAND (\$40,000.00) ----- Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money first mortgage on the above premises, in that amount, payable at the end of three (3) years from the date thereof, -----

----- together with interest at the rate of eight per cent per annum payable semi-annually during said three year term.

The subject property shall be surveyed and the description used in the deed delivered to the Purchaser by the Sellers. The parties shall share equally the cost of such survey.

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing mortgage of \$, any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof, contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

- Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
- Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.

10. The following are to be included in the deed:

Omit Clause 8 if the property is not in the City of New York.

Clause 9 is usually omitted if the property is not in the City of New York.

omitted
- by title
- by title
- by title
- by title

omitted
- by title
- by title
- by title
- by title

omitted
- by title
- by title
- by title
- by title

omitted
- by title
- by title
- by title
- by title

Rider to Contract dated August 7th, 1978
by and between Gilbert J. Osterhout,
Edward Osterhout and Ye Peasant's Pot Inn

(continued from first page of contract.)

4. In the event the Sellers have applied for Planning Board approval, and in the further event that by December 30th, 1978, the Planning Board has neither approved nor disapproved such application, then in that event, either party may terminate this contract, in which event the Purchaser shall pay up to but not more than \$500.00 toward the legal fees incurred by the Sellers in connection with such application.

5. In the event that the Seller has not applied ~~for~~ for Planning Board ~~approval~~ approval by December 30th, 1978, then either party may terminate this contract, in which event the Purchaser shall not be ~~be~~ responsible for any legal fees incurred by the Sellers in connection with this transaction.

The deposit paid hereunder shall be held in escrow by the attorneys for the Sellers pending the contingencies herein set forth.

The legal fees mentioned herein are those to be incurred by the Sellers in connection with their said application to the Town Planning Board, and in no way are to be deemed to include any fees which may be incurred in connection with litigation which may arise from the action, or lack of it, taken by the Town Planning Board. Neither party hereto is to be required, under the terms of this agreement, to undertake litigation against the Town Planning Board.

Gilbert J. Osterhout
Edward P. Osterhout

YE PEASANT'S POT INN, INC.

by: John J. ...
Pres.

Certain lot of land situated in the Town of New Windsor, in the
County of Orange and State of New York, and bounded and described as
follows: BEGINNING at a point in the apparent westerly line of State
Highway No. 32 (known as the Snake Hill Turnpike) and in the line of a
lot of land conveyed to one Downey by John Adam Stenglein and wife,
said point being the center of the end post of the wire fence along the
southerly boundary of the last said lot: thence along the apparent
westerly line of said highway south 37 degrees 44 minutes west (as the
needle pointed April 14th, 1936) 100 feet to a point; thence along a
dividing line hereby made, north 24 degrees 25 minutes west passing
through an iron bolt driven into the ground at 16 65/100 feet, and
through another iron bolt similarly driven at 335 95/100 feet, a total
distance of 340 25/100 feet to a point in the center of a stone wall;
thence along a dividing line hereby made along the average center of
said stone wall north 43 degrees 28 minutes east 100 feet to a point in
said wall, the apparent corner of said lot of Downey and now marked by
an iron bolt set in said wall at the end of said wire fence; thence
along said boundary of said lot of Downey being along said wire fence
south 23 degrees 41 minutes east 331 2/10 feet to the place of beginning.
Containing six hundred and ninety-six thousandths (696/1000 A.) of an
acre of land, together with all the right, title and interest of the
parties of the first part to the land lying in said highway along the

LIBER 1938 PG 653

front of the above described lot.

LIBER 1938 PG 654

BEING and intended to be the same land conveyed by John and
Margaretta Stenglein to Frank Distler by deed dated May 7, 1936 and
recorded in the Orange County Clerks Office on May 11, 1936 in Liber 769
of Deeds at page 455.

PARCEL 2.

ALL that certain lot of land situated in the Town of New Windsor, in the
County of Orange and State of New York, and bounded and described as
follows:

BEGINNING AT A point in the apparent westerly line of State Highway
No. 32 (known as the Snake Hill Turnpike), said point of beginning
being a corner of a certain lot of land heretofore conveyed to said Frank
Distler by John Adam Stenglein and Margaretta Stenglein, his wife, by
deed dated May 7, 1936, and recorded in Orange County Records of Deed
May 11, 1936, Liber 769, page 455, thence southerly along the apparent
westerly line of said Highway thirty (30) feet to a point; thence
westerly along a new dividing line hereby made parallel to the west line
of the lot so conveyed as aforesaid 340 feet more or less to a point
in the center of a stonewall; thence northerly along a dividing line
hereby made along the average center of said stonewall to a point in
said wall, which point is a corner of the lands so conveyed as aforesaid
and now marked by an iron bolt

...and apparent
westerly line of said highway south 37 degrees 44 minutes west (as the
needle pointed April 14th, 1936) 100 feet to a point; thence along a
dividing line hereby made, north 24 degrees 25 minutes west passing
through an iron bolt driven into the ground at 16 65/100 feet, and
through another iron bolt similarly driven at 335 95/100 feet, a total
distance of 340 25/100 feet to a point in the center of a stone wall;
thence along a dividing line hereby made along the average center of
said stone wall north 43 degrees 28 minutes east 107 feet to a point in
said wall, the apparent corner of said lot of Downey and now marked by
an iron bolt set in said wall at the end of said wire fence; thence
along said boundary of said lot of Downey being along said wire fence
south 23 degrees 41 minutes east 331 2/10 feet to the place of beginning.
Containing six hundred and ninety-six thousandths (696/1000 A.) of an
acre of land, together with all the right, title and interest of the
parties of the first part to the land lying in said highway along the

LIBER 1938 PG 653

front of the above described lot.

LIBER 1938 PG 654

BEING and intended to be the same land conveyed by John and
Margaretta Stenglein to Frank Distler by deed dated May 7, 1936 and
recorded in the Orange County Clerks Office on May 11, 1936 in Liber 769
of Deeds at page 455.

PARCEL 2.

ALL that certain lot of land situated in the Town of New Windsor, in the
County of Orange and State of New York, and bounded and described as
follows:

BEGINNING AT A point in the apparent westerly line of State Highway
No. 32 (known as the Snake Hill Turnpike), said point of beginning
being a corner of a certain lot of land heretofore conveyed to said Frank
Distler by John Adam Stenglein and Margaretta Stenglein, his wife, by
deed dated May 7, 1936, and recorded in Orange County Records of Deed
May 11, 1936, Liber 769, page 455, thence southerly along the apparent
westerly line of said Highway thirty (30) feet to a point; thence
westerly along a new dividing line hereby made parallel to the west line
of the lot so conveyed as aforesaid 340 feet more or less to a point
in the center of a stonewall; thence northerly along a dividing line
hereby made along the average center of said stonewall to a point in
said wall, which point is a corner of the lands so conveyed as aforesaid
and now marked by an iron bolt set in said wall; thence along the
westerly boundary of the said lands so conveyed as aforesaid south 340
25/100 feet more or less to the point or place of beginning, together
with all the right, title and interest of the party of the first part
to the land lying in said highway along the front to the above described
lot.

BEING and intended to be the same premises conveyed by deed from
John A. Stenglein to Frank Distler, dated June 10, 1946 and recorded
June 11, 1946 in Liber 1022 of Deeds at page 116.

...meter on existing trans-
...and sewer rents, if any, on the basis of the most
...valuation. (f) Fuel, if any. ... taxes shall be upon the basis of the

...meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the
time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening
time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual bargain and sale with covenants against grantors acts
deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser
the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by
subdivision 5 of Section 13 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of
its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary
of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the
requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to
establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of
the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance
with Article 31 of the Tax Law, and a certified check to the order of the appropriate officer for any other tax-payable by reason
of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also
agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate officer
promptly after the closing of title.

Omit
Clause 15 if
the property
is not in
the City of
New York.

~~15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Admin-
istrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of
the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued
pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the
return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.~~

16. The seller shall give and the purchaser shall accept a title such as any reasonable title company
a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises ~~and~~
~~of the survey~~, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue
after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are repre-
sented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale;
without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating,
lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aernals, bathroom
and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm
doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and dis-
charge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the
option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with
interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge,
the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously
either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and en-
cumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made
arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company
sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance
of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of
same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of
title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the
purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens
and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or
similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bank-
ruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller
will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the
title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any
survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract
shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Sellers attorney
within 72 hours after Planning Board approval is received.

24. The parties agree that All-Pan Realty and Ellen Holdsworth is the broker who
brought about this sale and the seller agrees to pay any commission earned thereby.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged
in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investi-
gation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The
purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to
take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between
the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs,
executors, administrators, successors and assigns of the respective parties.

27. The words "seller" or the word "purchaser" shall be

its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate officer for any other tax-payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate officer promptly after the closing of title.

Omit
Clause 15 if
the property
is not in
the City of
New York.

~~15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.~~

16. The seller shall give and the purchaser shall accept a title such as any reputable title company, a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises ~~and of the survey~~, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Sellers attorney within 72 hours after Planning Board approval is received.

24. The parties agree that All-Pan Realty and Ellen Holdsworth is the broker who brought about this sale and the seller agrees to pay any commission earned thereby.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

Ellen Holdsworth
Edward J. Holdsworth

YE PEASANT'S POT INN, INC.

by: Walter J. Holdsworth
Pres.

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
FROM: ZONING BOARD OF APPEALS SECRETARY
SUBJECT: PUBLIC HEARING - November 27, 1978
DATE: November 15, 1978

Kindly be advised that there will be a public hearing on the Application of GILBERT & EDWARD OSTERHOUT (Ye Peasant Pot Inn) to be held on November 15, 1978 at 8 p.m.

Application is for several area variances.

Messrs. Osterhout appeared before the Planning Board at a previous meeting.

I have attached hereto a copy of the application together with the public hearing notice which appeared in The Evening News on November 18, 1978.

Pat

/pd

Enclosures

cc: Howard Collett, Bldg/Zoning Inspector
Town of New Windsor

PLEASE PUBLISH ON December 2, 1978. Send bill to: Cavalari & Larocca
P. O. Box 276
Vails Gate, N. Y. 12584

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 29

Request of GILBERT OSTERHOUT and EDWARD OSTERHOUT

for a VARIANCE ~~SPECIAL USE PERMIT~~ of

the regulations of the Zoning Ordinance, to permit

construction of a restaurant on a lot which

has insufficient area, lot width and sideyards,

being a VARIANCE ~~SPECIAL USE PERMIT~~ of

Section 48-12 - Table of Bulk Regulations-Columns 4, 5, 7
& 10

for property situated as follows:

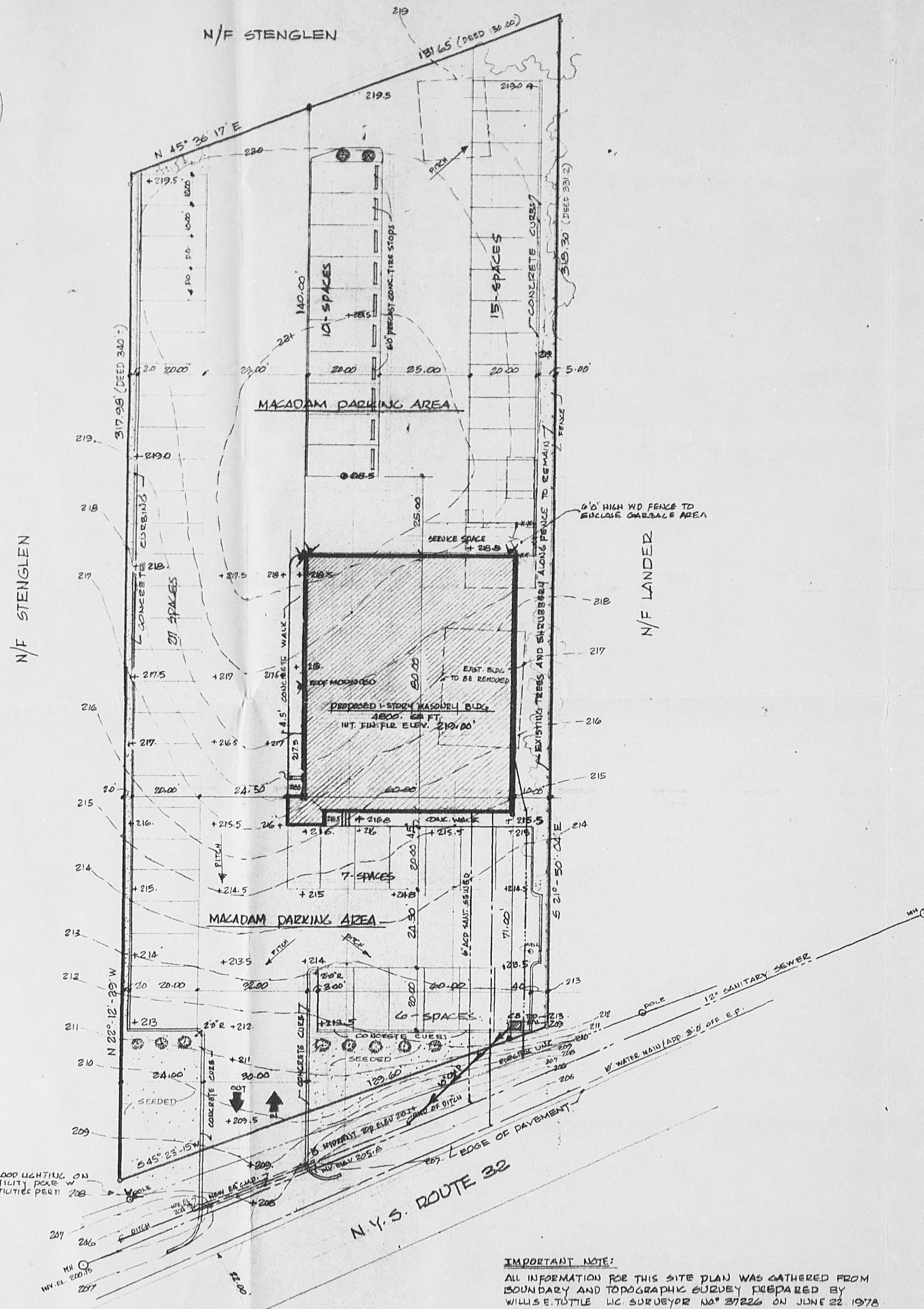
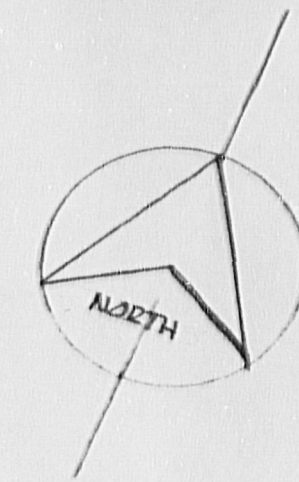
Windsor Highway - Route 32 - bounded on the
north by lands now or formerly of Lander and
on the south by lands now or formerly of Friedman,
Town of New Windsor, New York.

SAID HEARING will take place on the ^{11th}~~27th~~ day of ^{December}~~November~~, 1978,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8 o'clock P. M.

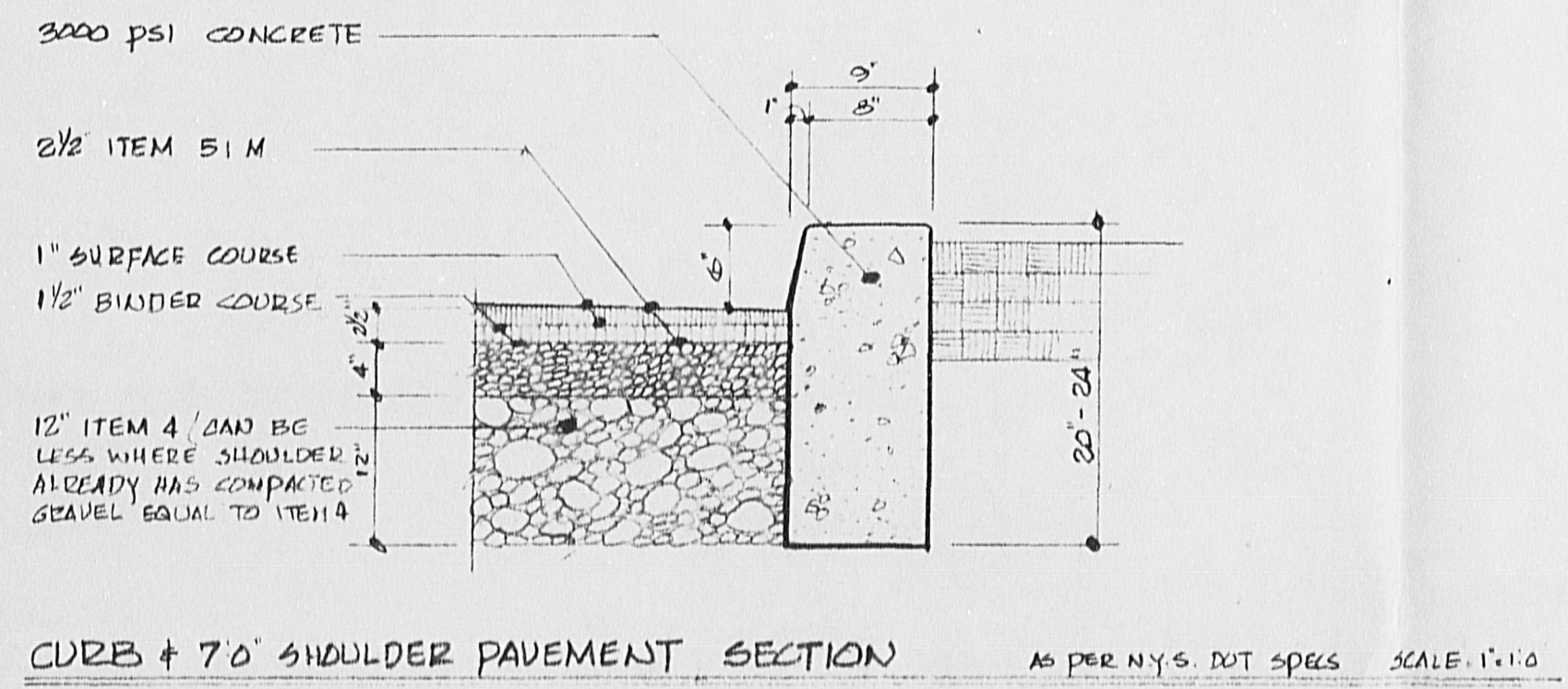
MARK STORTECKY

Chairman

By: Patricia Delio, Secretary



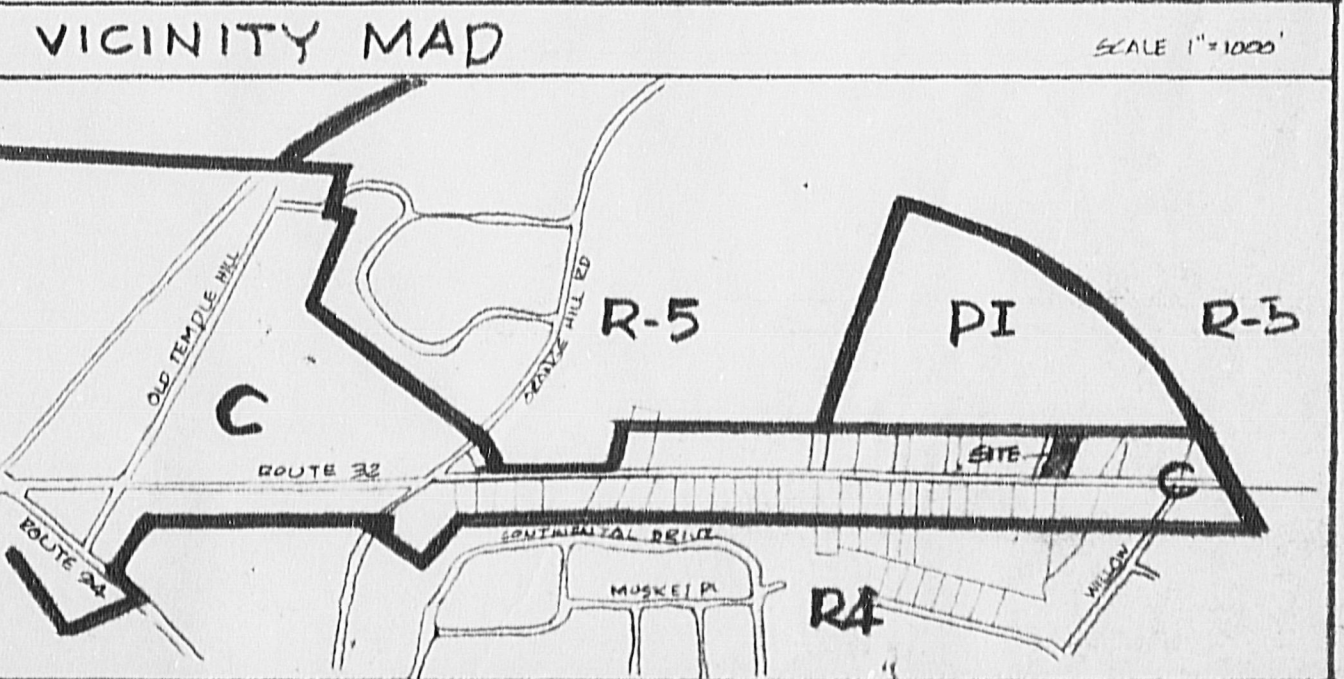
IMPORTANT NOTE:
ALL INFORMATION FOR THIS SITE PLAN WAS GATHERED FROM BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY WILLIS E. TUTTLE, L.C. SURVEYOR NO. 37226 ON JUNE 22, 1978.



ZONING INFORMATION - DISTRICT-C-GROUP FF		
BULK REQUIREMENTS	REQUIRED	PROVIDED
MINIMUM LOT AREA	20,000 SQ. FT.	38,419.32 SQ. FT. +
MINIMUM LOT WIDTH	200 FT.	121.00'
MINIMUM FRONT YARD	60.00'	71.00'
MINIMUM REAR YARD	30.00'	140.00'
MINIMUM SIDE YARD	30.00'	10.00'
TOTAL MIN. SIDE YARDS	70.00'	61.00'
MAXIMUM BUILDING HEIGHT	5.00'	13.00'
MAXIMUM FLOOR AREA RATIO	.5	.125
MINIMUM PARKING	60 SPACES	65 SPACES

- SITE PLAN NOTES**
1. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALL IMPROVEMENTS (STREETS, SANITARY SEWERS, STORM DRAINS, UTILITIES, ETC.) AND ALL DRAINAGE WORK SHOWN ON THIS PLAN AND CONSTRUCTION PLANS SHALL BE COMPLETED TO A DEGREE AND AN AMOUNT SATISFACTORY TO AND CERTIFIED BY THE TOWN ENGINEER.
 2. DURING THE COURSE OF CONSTRUCTION THE BUILDER SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID THE CREATION OF DRAINAGE, EROSION AND SILLING PROBLEMS.
 3. BUILDING PERMITS SHALL SHOW LOWEST FLOOR ELEVATIONS APPROVED BY AND SUBJECT TO INSPECTION BY THE TOWN ENGINEER.
 4. BUILDER SHALL COMPLY WITH ALL LOCAL LAWS, REGULATIONS, ORDINANCES OF THE TOWN OF NEW WINDSOR.
 5. BUILDER NOT TO FILL AROUND TREES TO BE SAVED.
 6. EROSION CONTROL - HAYBALES, SMALL RETENTION BASINS OR SIMILAR METHODS SHALL BE INSTALLED WHERE AND WHEN NEEDED IN ACCORDANCE WITH REQUIREMENTS OF THE DIRECTOR OF ENVIRONMENTAL CONTROL.
 7. ALL PARKING SPACES TO BE A MINIMUM OF 10.00' X 20.00'.

LEGEND to SITE PLAN	
—	EXISTING CONTOUR LINES
+ 215	PROPOSED FINISHED GRADES
—	SANITARY LINE
—	WATER LINE
—	ELECTRIC LINE
—	EXISTING BLDGS TO BE REMOVED
⊗	GLOBE ARBOVITAE
⊗	EXISTING TREES & SHRUBS
⊗	SEEDING AREA
⊗	FLOODLIGHTING
—	EXISTING WIRE FENCE
—	STOCKADE FENCE



SITE PLAN		SC. 1" = 20.00'
PROPOSED NEW "YE PEASANT POT INN" FOR MR. NAT GAMBINO		DT. 9/78
RTE 32 NEW WINDSOR N.Y.		DN. JHT
JAMES H. TANNER ARCHITECT	110 SPOOK ROCK ROAD SUFFERN, N.Y. 10901	1 of 1